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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON

7 UNITED STATES OF AMERICA,

8 Plaintiff,

9 v.

10 CHRISTOPHER L. GOODWIN;
11 SHELLY A. GOODWIN, now known
12 as Shelly A. Jamison; BERNARDO
13 ANGEL-MARTINEZ; LORENZO
14 ANGEL-MARTINEZ; US BANK
15 NATIONAL ASSOCIATION, doing
16 business as US BANK; PIEDAD
DUARTE; SUNDOWN ORCHARDS;
TROUT-BLUE CHELAN-MAGI,
INC., doing business as Chelan Fruit
Company, doing business as Chelan
Fruit Cooperative,

16 Defendants.

NO: 2:16-CV-44-RMP

ORDER GRANTING DEFAULT
JUDGMENT AND DECREE OF
FORECLOSURE

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18 BEFORE THE COURT is Plaintiff's Motion for Judgment In Rem and
19 Decree of Foreclosure, ECF No. 33. Defendants Christopher L. Goodwin, Shelly
20 A. Goodwin n/k/a Shelly A. Jamison; Bernardo Angel-Martinez; Lorenzo Angel-
21 Martinez; and Piedad Duarte have been found to be in default and said default was
ORDER GRANTING DEFAULT JUDGMENT AND DECREE OF
FORECLOSURE ~ 1

1 entered at ECF No. 30. The Court finds that Defendant U.S. Bank National
2 Association has stipulated its agreement to the relief requested by Plaintiff, ECF
3 No. 27, and that Defendant Trout-Blue Chelan-Magi, Inc. (“Trout-Blue”) has filed
4 a disclaimer of interest and agreement to the relief requested, ECF No. 22.

5 Therefore, **IT IS HEREBY ORDERED, ADJUDGED, and DECREED**
6 that Plaintiff’s Motion for Default Judgment, **ECF No. 33, is GRANTED**, and
7 further:

8 1. Judgment in rem is entered in favor the United States and against
9 Defendants Christopher L. Goodwin, Shelly A. Goodwin n/k/a Shelly A.
10 Jamison (“Defendants Goodwin”) in the amount of \$218,465.68 principal
11 and interest accrued through date of judgment as calculated according to
12 terms of the First Amended Complaint, ECF No. 13 at 8; plus interest from
13 the date of judgment at the rate set forth in 28 U.S.C. § 1961; plus filing fees
14 allowed pursuant to 28 U.S.C. § 2412(a)(2); plus court costs; and the costs
15 and expenses of this action presently and in the future incurred for
16 advertising, selling, and conveying the property.

17 2. The debts upon which this judgment is based are secured and perfected by
18 the following:

19 a. A real estate mortgage was recorded May 27, 1998, under Auditor’s
20 File No. 865957, Official Records of Okanogan County, Washington;

1 b. A real estate mortgage was recorded January 5, 1998, under Auditor's
2 File No. 861012, Official Records of Okanogan County, Washington;
3 c. Security agreements were perfected by a filing with the Washington
4 State Department of Licensing a financing statement on January 27,
5 1997, as Instrument No. 97-017-0256; a continuation statement on
6 August 31, 2001, as Instrument No. 2001-225-0499; a continuation
7 statement and restated collateral description on August 18, 2006, as
8 Instrument No. 2006-235-2557-1; and a continuation statement on
9 September 14, 2011, as Instrument No. 2011-257-4587-0. A UCC-2
10 fixture filing was filed May 31, 2000, as Instrument No. 3022869; and
11 a continuation statement and restatement of collateral was filed
12 January 4, 2005, as Instrument No. 3083932, Official Records of
13 Okanogan County, Washington.

14 3. The foregoing real estate mortgages and security agreements cover the
15 following described property situated in Okanogan County, Washington:

16 a. REAL PROPERTY. *See Exhibit A* attached hereto and incorporated
17 by reference as well as all irrigation equipment appurtenant to the real
18 property.

19 b. PERSONAL PROPERTY.

20 The \$54,671.23 in funds currently held by Defendant Trout-Blue.

21 4. The interest of all Defendants are inferior to the interest of the United States.

- 1 5. The real estate mortgages and security agreements, which constitute first and
2 prior liens upon the subject funds and real property and irrigation equipment
3 appurtenant thereto described above, are hereby foreclosed. Defendants and
4 all persons claiming by, through, or under them are forever barred and
5 foreclosed from asserting any right, title, or interest in and to said property,
6 except for the statutory rights of redemption provided by law.
- 7 6. Defendant Trout-Blue shall disperse the \$54,671.23 in funds identified in
8 paragraph 7 of the First Amended Complaint to the United States within 30
9 days of this order.
- 10 7. After the 10-day automatic stay of proceedings to enforce a judgment, the
11 United States may present a motion for order of sale. *See* Fed. R. Civ. P.
12 62(a) & (f) (noting 14-day stay unless otherwise under state law for a
13 judgment on a lien); Wash. CR 62(a) (10-day stay); *see also* 18 Wash. Prac.,
14 Real Estate § 19.12 (2d ed.) (describing the enforcement process). The
15 United States Marshal for the Eastern District of Washington or his
16 representative will be authorized and directed under 28 U.S.C. §§ 2001 and
17 2002 to offer for public sale and to sell the real property and appurtenant
18 irrigation equipment referenced in Paragraph 3.a above and more
19 particularly described in **Exhibit A** (“Real Property”). The Marshal or his
20 representative will be authorized free access to the Real Property and to take
21 all actions necessary to preserve the Real Property, including, but not limited

1 to, retaining a locksmith or other person to change or install locks or other
2 security devices on any part of the Real Property, until the deed to the Real
3 Property is delivered to the purchaser at the foreclosure sale. The terms of
4 the Order of Sale shall be as follows:

- 5 a. The sale of the Real Property shall be free and clear of the interest of
6 Defendants Christopher L. Goodwin, Shelly A. Goodwin n/k/a Shelly
7 A. Jamison, Bernardo Angel-Martinez; Lorenzo Angel-Martinez,
8 Piedad Duarte, U.S. Bank National Association, and Trout-Blue;
9 except to the extent that such Defendant has rights of redemption
10 under REV. CODE. WASH. 6.23 or excess funds under REV. CODE.
11 WASH. 6.21. The redemption period shall be twelve months.
- 12 b. The sale shall be subject to building liens, if established, all laws,
13 ordinances, and governmental regulations (including building and
14 zoning ordinances) affecting the Real Property, and easements and
15 restrictions of record, if any.
- 16 c. The sale shall be held at the courthouse of the county in which the
17 Real Property is located, on the Real Property's premises, or at any
18 other place in accordance with the provisions of 28 U.S.C. §§ 2001
19 and 2002 and shall be announced in the Notice of Sale.
- 20 d. The date and time for sale are to be announced by the United States
21 Marshal or his/her representative in the Notice of Sale.

1 e. The Notice of Sale shall be published once a week for at least four
2 consecutive weeks before the sale in at least one newspaper regularly
3 issued and of general circulation in Okanogan County, and, at the
4 discretion of the Marshal or his/her representative, by any other notice
5 deemed appropriate. The notice shall contain a description of the Real
6 Property and appurtenances; the time, date, and location of the sale as
7 determined by the United States Marshal or his representative; the
8 minimum bid as determined by the United States; and shall contain
9 the terms and conditions of sale listed in subparagraphs g-n below.

10 f. The minimum bid will be set by the United States for the Real
11 Property and appurtenances. If the minimum bid is not met or
12 exceeded, the Marshal or his or her representative, may without
13 further permission of this Court, and under the terms and conditions in
14 this order of sale, hold a new public sale, if necessary, and reduce the
15 minimum bid or sell to the highest bidder.

16 g. The successful bidder for the Real Property and appurtenances shall
17 be required to deposit at the time of the same with the Marshal, or
18 his/her representative, a minimum of ten percent of the bid, with the
19 deposit to be made by certified or cashier's check or cash payable to
20 the United States District Court for the Eastern District of
21 Washington. Before being permitted to bid at the sale, bidders shall

1 display to the Marshal, or his/her representative, proof that they are
2 able to comply with this requirement. No bids will be received from
3 any person(s) who have not presented proof that, if they are the
4 successful bidders(s), they can make the deposit required by this order
5 of sale.

6 h. The balance of the purchase price for the Real Property and
7 appurtenances is to be paid to the United States Marshal within twenty
8 days after the date the bid is accepted, by a certified or cashier's check
9 payable to the United States District Court for the Eastern District of
10 Washington. If the bidder fails to fulfill this requirement, the deposit
11 shall be forfeited and shall be applied to cover the expenses of the
12 sale, including commissions due under 28 U.S.C. § 1921(c), with any
13 amount remaining to be applied to the in rem Judgment of Defendants
14 Goodwin at issue herein. The Real Property and appurtenances shall
15 again be offered for sale under the terms and conditions of this order
16 of sale, or, in the alternative, sold to the second highest bidder.

17 i. The sale of the Real Property and appurtenances shall be subject to
18 confirmation by this Court. The Marshal shall file a report of sale
19 with the Court, together with a proposed order of confirmation of sale
20 and proposed deed, within thirty days from the date of receipt of the
21 balance of the purchase price.

- 1 j. On confirmation of the sale, the Marshal shall execute and deliver a
2 deed of judicial sale conveying the Real Property to the purchaser.
- 3 k. On confirmation of the sale, all interests in, liens against, or claims to,
4 the Real Property and appurtenances that are held or asserted by all
5 parties to this action are discharged and extinguished, except to the
6 extent that such Defendant has rights of redemption under REV. CODE.
7 WASH. 6.23.
- 8 l. On confirmation of the sale, the recorder of deeds, Okanogan County,
9 Washington, shall cause transfer of the Real Property and
10 appurtenances to be reflected upon that county's register of title.
- 11 m. Any party to this suit may become a purchaser at such sale. The
12 United States may bid as a credit against its judgment without tender
13 of cash.
- 14 n. The sale shall be "as is" without warranty of any kind.
- 15 o. The United States shall not have a deficiency judgment in the event
16 the sum received from the sale is insufficient to pay the judgment in
17 full.

- 18 8. Until the Real Property is sold, all Defendants shall take all reasonable steps
19 necessary to preserve the Real Property (including all buildings,
20 improvements, fixtures and appurtenances on the Real Property) in its
21 current condition including, without limitation, maintaining a fire and

casualty insurance policy. They shall neither commit waste against the Real Property and any appurtenances nor cause or permit anyone else to do so. They shall neither do anything that tends to reduce the value or marketability of the Real Property and any appurtenances nor cause or permit anyone else to do so. They shall not record any instruments, publish any notice, or take any other action (such as running newspaper advertisements or posting signs) that may directly or indirectly tend to adversely affect the value of the Real Property and any appurtenances or that may tend to deter or discourage potential bidders from participating in the public auction, nor shall they cause or permit anyone else to do so.

9. All persons occupying the Real Property shall leave and vacate the Real Property permanently within thirty days of the date of this Order, each taking with them his or her personal property (but leaving all improvements, buildings, fixtures, and appurtenances to the Real Property). If any person fails or refuses to leave and vacate the Property by the time specified in this Order, the United States Marshal's Office is authorized to take whatever action it deems appropriate to remove such person from the premises. Specifically, the United States Marshal (or his/her designee) is authorized and directed to take all actions necessary to enter the Real Property at any time of the day or night and evict and eject all unauthorized persons located there, including Defendants, or any other occupants. To accomplish this and

1 to otherwise enforce this Order, the United States Marshal (or his/her
2 designee) shall be authorized to enter the Real Property and any and all
3 structures and vehicles located thereon, and to use force as necessary. When
4 the United States Marshal concludes that all unauthorized persons have
5 vacated, or been evicted from the Property, he/she shall relinquish
6 possession and custody of the Property to the United States, or more
7 specifically the Farm Services Agency (FSA) (or its designee). No person
8 shall be permitted to return to the Property and/or remain thereon without
9 the express written authorization by the United States Marshal and/or the
10 FSA, and/or the United States Department of Justice, or their respective
11 representatives and/or designees. Unauthorized persons who re-enter the
12 Real Property during the time this Order is in effect may be ejected by the
13 United States Marshal without further order of the Court.

14 10. If any person fails or refuses to remove his or her personal property from
15 the Real Property by the time specified herein, the personal property
16 remaining on the Real Property thereafter is deemed forfeited and
17 abandoned, and the United States Marshal's Office is authorized to remove
18 it and to dispose of it in any manner it deems appropriate, including sale, in
19 which case the proceeds of the sale are to be applied first to the expenses of
20 sale and the balance to be paid into the Court for further distribution.

1 11. The proceeds arising from sale are to be paid to the Clerk of this Court and
2 applied as far as they shall be sufficient to the following items, in the order
3 specified:

4 a. To the United States for the costs of the sale, including: the costs and
5 commissions of the United States Marshal and any professional
6 auctioneer if retained; and the costs of advertising, selling, and
7 conveying the property incurred by the Government.

8 b. To the United States to be applied to the in rem Judgment of
9 Defendants Goodwin at issue here plus all interests and costs due and
10 owing thereon.

11 Any balance remaining after the above payments shall be held by the Clerk
12 until further order of the Court.

13 The District Court Clerk is directed to enter this Order and provide copies of
14 this Order to counsel and pro se Defendants.

15 **DATED** May 3, 2017.

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17 s/ Rosanna Malouf Peterson
ROSANNA MALOUF PETERSON
18 United States District Judge
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